

February 26, 2004

VIA OVERNIGHT DELIVERY

J-Squared Technologies, Inc. 4015 Carling Avenue, Suite 101 Kanata, Ontario K2K 2A3, Canada

Attn: Mr. Jeff Gibson

Dear Mr. Gibson:

Motorola Computer Group ("Motorola") entered into a Manufacturer Representative Agreement (the "Agreement") with J-Squared Technologies, Inc. (Canada) ("JSC") effective December 5, 2002. That Agreement, by its terms, expired December 4, 2003.

Under the Agreement, ISC is entitled to certain compensation rights for a period of 180 days following expiration. (See Agreement § 73(D)). Motorola has been honoring, and will continue to honor, those rights since December 4, 2003. The 180-day period expires on June 1, 2004

Motorola wishes JSC the best of luck in the future. Should JSC have any questions about this letter, please call Steve Machemis.

Sincerely,

Dana Huth

Daller.

Vice President, Motorola Computer Group, Inc Worldwide Sales & Market Development

MOTJ 00166

Hamlett-Dean Sue-P25026

gradients.

The second second

From: Sent: To:

Kolasa Jeanne-MCG32018 Monday, October 07, 2002 5:10 PM

Hamlett-Dean Sue P25026

Subject:

FW: Contract, points of discussion J2 Rep Firm

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CONFIDENTIAL

Follow Up Flag: Due By:

Follow up

Tuesday, October 08, 2002 3:00 PM

Flag Status:

Flagged





Hotorola contract issuestioc

contract.doc

Hi Sue:

I'm going to be going to Toronto for a meeting with this Rep firm on Wadnesday. We've given them the generic rep contract, the G9 form and Code of Ethics. Here are there initial list of issues....nothing major, except again asking for exclusivity in their territory. Please take a look and let me know if you see any red flags. T'll be leaving Wednesday afternoon to make this meeting, so I'd like to get feedback on Tuesday if possible ... sorry to rush you ... the meeting came up fast. I've also attached the contract that was sent to them.

I'll set up a follow up contract discussion with you after this initial meeting.

Thanks. JK

----Original Hessage----From: Terry Larry-MCG12003

Sent: Monday, October 07, 2002 11:12 AM To: Kolasa Jeanne-MCG32018: Liston Jay-MCX1326 Subject: FW: Contract, points of discussion

----Original Bessage----

From: Claude Langlois [mailto:langlois@jsquared.com]

Sent: Monday, October 07. 2002 12:08 PM

To: Larry Terry (E-mail)

Subject: Contract, points of discussion

Larry.

As discussed, attached are points of concern that need to be discussed. Give me a call to review.

Thanks,

Claude Langlois Vice-President, Eastern Canada Sales J-Squared Technologies www.jsquared.com 514 / 747-1211 (Office) 514 / 944-7949 (Cellular)

MOTJ 01287



Section 9.

written approval".

add a paragraph covering design splits and compensation. Section-3 Section 2.2 12 Appointment should be exclusive. -No If 12 appointment is not exclusive then 12 should be allowed to 10 Section 2.7 represent manufacturers that compete with MCG. J2 commission based on distribution cost not resale. Should be 100 Section 3.1 based on resale. in last paragraph, change "... for a period of 120 days" to "... for λ^{j0} Section 3.1 a period of 180 days". Commissions are paid to J2 after customer has paid MCG invoice Section 3.4 Should be after customer has been invoiced. If not how will this apply to distribution POS sales? change "... will be effective 90 days" to " ... will be effective 180 Section 3.6 days". What is purpose of this paragraph? Foreign Military Sales Section 3.7 change "...within 90 days" to "... within 180 days" & Section 3.9 12 will not translate documents at Motoroia's request θ^{ω} Section 4.3 in 2nd paragraph, 2nd line. The word "may" is used twice (typo) Section 4.9 Section 6.1 Confidentiality and Proprietary rights clause must apply for both parties Section 7.1 change "...hereof and thereafter may be renewed only upon thewritten Agreement of both parties" to "... hereof and will automatically be renewed unless terminated in writing by either party per section 7.2". Section 7.2 change all "(30) days" to "(60) days". No Section 7.2G Delete paragraph NO 12 wants to see a 30 days written notice prior to termination-taking Section 7.3 effect and receive full compensation for direct and distribution shipment [180] days following the date of termination. Section 7.3 B clause has to apply to both parties. Of Section 7.3 D change "... period of 120 days " to "... period of 180 days" 707

Add "MCG and J2 can not solicit each other's employees without

мотл 01288

add a paragraph covering design splits and compensation.

Section-3 12 Appointment should be exclusive. -No Section 2.2

If J2 appointment is not exclusive then J2 should be allowed to J0 Section 2.7 represent manufacturers that compete with MCG.

J2 commission based on distribution cost not resale. Should be JD Section 3.1 based on resale.

in last paragraph, change "... for a period of 120 days" to "... for 100 Section 3.1 a period of 180 days".

Odays".

Commissions are paid to 12 after customer has paid MCG invoice to Section 3.4 Should be after customer has been invoiced. If not how will this apply to distribution POS sales?

change "... will be effective 90 days" to " ... will be effective 180 Section 3.6 days".

What is purpose of this paragraph? Foreign Mileting Sales - Corp. Section 3.7

change "...within 90 days" to "... within 180 days" ex-Section 3.9 12 will not translate documents at Motorola's request 0 Section 4.3

in 2nd paragraph, 2nd line. The word "may" is used twice (typo) od-Section 4.9

Confidentiality and Proprietary rights clause must apply for both Section 6.1 parties.

change "....hereof and thereafter may be renewed only upon the Section 7.1 written Agreement of both parties" to "... hereof and will automatically be renewed unless terminated in writing by either party per section 7.2".

Section 7.2 change all "(30) days" to "(60) days". No

Section 7.2G Delete paragraph No

12 wants to see a 30 days written notice prior to termination taking Section 7.3 effect and receive full compensation for direct and distribution shipments 180 days following the date of termination.

Section 7.3 B clause has to apply to both parties. O

Section 7.3 D change "... period of 120 days " to "... period of 180 days" 10 1

Add "MCG and J2 can not solicit each other's employees without Section 9 written approval".

MOTJ 01289

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

REDACTED DOCUMENT

ENTIRETY OF DOCUMENT (A-43 THROUGH A-61) CONFIDENTIAL

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ William W. Bowser

William W. Bowser (Bar I.D. 2239)

The Brandywine Building, 17th Floor

1000 West Street

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Telephone: (302) 571-6601; Facsimile: (302) 576-3282

wbowser@ycst.com

OF COUNSEL:

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Lewis and Roca LLP

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Attorneys for Defendant

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

REDACTED DOCUMENT

ENTIRETY OF DOCUMENT (A-62 THROUGH A-89) CONFIDENTIAL

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V.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

REDACTED DOCUMENT

ENTIRETY OF DOCUMENT (A-90 THROUGH A-114) **CONFIDENTIAL**

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Attorneys for Defendant

on the examination of: LE NYKOLUK Motorolla held on Man 21 106, anottawa, ontario

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
V.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

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ENTIRETY OF DOCUMENT (A-116 THROUGH A-157) CONFIDENTIAL

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Defendant.)	

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ENTIRETY OF DOCUMENT (A-159 THROUGH A-172) CONFIDENTIAL

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MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

REDACTED DOCUMENT

ENTIRETY OF DOCUMENT (A-174 THROUGH A-176) CONFIDENTIAL

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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wbowser@ycst.com

OF COUNSEL:

Randy Papetti, Cory A. Talbot, Emily S. Cates

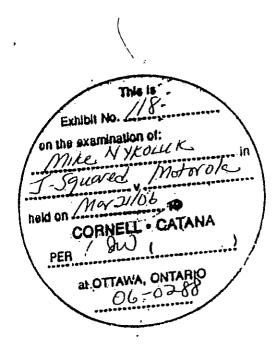
Lewis and Roca LLP

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Phoenix, Arizona 85004

Telephone: (602) 262-5311

Attorneys for Defendant



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TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

REDACTED DOCUMENT

ENTIRETY OF DOCUMENT (A-178 THROUGH A-181) CONFIDENTIAL

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Phoenix, Arizona 85004

Telephone: (602) 262-5311

Attorneys for Defendant

This is ... /20 on the examination of:
Mile Nykocut SSQUARED MOTOROLA-hold on Man 21/06 CORNELL CATANA at OTTAWA, ONTARIO

 γ . \sim

Laurà Di Gennaro

From: Mike Nykoluk

Sent: Monday, October 27, 2003 1:50 PM

To: jeff Gibson

Subject: FW: "QBR" and Sales Calls

Regards

Mike Nykoluk President

J-Squared Technologies Inc.

Office: 905-672-2030 Mobile: 416-417-8671

----Original Message----

From: Mike Nykoluk

Sent: Monday, October 27, 2003 12:45 PM

To: Claude Langlois

ject: RE: "QBR" and Sales Calls

That is truely unbelievable!

I guess you should reply to him that the cost of J2 sitting in on the

review

(he wants) would be just about equal to the commissions we are receiving

from Motorola for the quarter. So he has a choice: Review or Sales Effort

(I think he would prefer the review, for some strange reason!)!

Regards

Mike Nykoluk President

J-Squared Technologies Inc.

Office: 905-672-2030 Mobile: 416-417-8671

--Original Message----

From: Claude Langlois

Sent: Monday, October 27, 2003 10:36 AM

To: Mike Nykoluk

Subject: RE: "QBR" and Sales Calls

Area Sales Mgr (responsible for 1/2 of NA, reports directly to K. Parslow, director WW Sales). He's been directly involved in the numerous discussions relating to J2/MCG but hasn't demonstrated the willingness or capability to get anything done. In my last discussion with him (last thursday), he mentioned that perhaps J2 was spending too much time on MCG, IE: our cost on MCG was may'be too high!

C.

----Original Message----

From: Mike Nykoluk

Sent: Monday, October 27, 2003 10:29 AM

To: Claude Langlois; jeff Gibson Subject: RE: "QBR" and Sales Calls

1

Who is Machernis?

Regards

Mike Nykoluk President J-Squared Technologies Inc. Office: 905-672-2030 Mobile: 416-417-8671

----Original Message----

From: Claude Langlois Sent: Monday, October 27, 2003 10:27 AM

To: jeff Gibson; Mike Nykoluk Subject: RE: "QBR" and Sales Calls

Machernis likes to do reviews with distribution, they can afford to take the time to prepare for these!

C.

----Original Message---Tom: Claude Langlois
 it: Monday, October 27, 2003 10:22 AM
 io: jeff Gibson; Mike Nykoluk
Subject: FW: "QBR" and Sales Calls
Importance: High

FYI.

I feel like telling MCG to go pound sand. Let's discuss.

С.

----Original Message---From: Kaczor Edwin-BLUW112 [mailto:ed_kaczor@motorola_com]
Sent: Monday, October 27, 2003 10:01 AM
To: Claude Langlois
Subject: "QBR" and Sales Calls
portance: High

Hi Claude,

I've been speaking with Steve and he wants to set up a "Quarterly Business Review" with J Squared before the end of November. With US Thanksgiving being the 27th, what that really means is we'd like to do it before the 21st.

The main point of this is to do a review of New Business Opportunities. In general we'll want to cover:

- New opportunity summary
- Forecast and Status of run-rate business
- * Review POS
- Lead Follow-up
- * Any other issues.

We also want to incorporate sales visits as part of this. As Steve will be coming up, it is important that we fill the schedule as completely as possible. We need to demonstrate to him that J Squared is out there finding new opportunities as well as servicing existing accounts.

2

I'm thinking this is 2 days. One for the meeting, and one for sales calls. I'm assuming we would do this in Ottawa, but Montreal is ok too. Your call on that. I can stay on for an additional day of sales calls if needed ... i.e. if we need to go to Toronto or the other of Ottawa or Montreal.

Let me know what your schedule is looking like and let's get something on the calendar.

Thanks, Ed

3

J2 1653

This is on the examination of: Steven Dimme Justed Mysmola CORNELL . CATANA at OTTAWA, ONTARIO

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\$72,000 project
\$50,000 project
\$1,000,000 likely shipped a small barch before went
out of business due to a change in state
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Contracted to fastign and the contract of the contr SBCs RTMs SBCs OSPs 360 Boards over life of program Likely converted to design win. (100/year) 20 Boards per year 100 DSP boards a year Revenue notes: | Consideration | Constitution | Con MCG Performance Standards Analysis Data - PNW 2003-4 Committed Opportunities

B) Tertional Development Requirement

A! MCG did not set up any seminara.

B) MCG did not organize a specific sales promotion.

C) J.-Squared attended the RTC show with IMCG in Portland on Jan 27/2004 and represented MCG (without their attendence) at the RTC show in Seattle on December C) J.-Squared attended the RTC show with IMCG in Portland on Jan 27/2004 and represented Without their attendence) and we have an email record of immediate response to every one of Ms requests (with his thanks attached).

Exhibit No. on the examination of: Claude Langlus 1-Squared Motorolas CORNELL · CATANA at OTTAWA, ONTARIO

Lewis and Roca LLP 3/21/2006 3:22 PM PAGE 5/007 Fax Server

Laura Di Gennaro

From: Claude Langlols
Sent: Thursday, September 19, 2002 4:11 PM
To: Jeff Gibson; Mike Nykoluk; Paul Mannone
Subject: Motorola/ Interphase meeting highlights

Paul and I met with Larry Terry/Ed Kaczor (ROW BDM) from MCG and Linscy Miller (Sr Mgr, Strategic Partnerships), MIchael Sellwood (RSM) and Each?, Channel Mgr from Interphase. Interphase is a MCG business partner that builds communication PCMs (E1/T1, Sonet, ATM, etc. There are strongly coupled with MCG and have decided to partner with the same rep firms across NA wherever possible. They have no revenue in Canada at this point. They in turn are partnered with a company called Hughes (not sure about the spelling) who develops SS7/TP stacks for Interphase's PCMs, This allows a fully integrated and tested solution. Lindsey mentioned this was strong differentiator when going to market. It is reasonable to believe (as per Lindsey) that Hughes would be interested in liming themselves up with the MCG/Interphase rep. I informally presented a brief presentation (see attached).

use the following information from the meeting:

- MCG interphase believe the fastest way to gaining market share is by aliquing themselves with a semi rep thus getting access to customers who may be influenced in designing or buying an existing solution. Customers sitting on the fence are the customers they want the rep to aggressively pursue

What wame out from this meeting are the following issues/concerns:

- "Wh, would the J2 OS within his assigned account base go out of his way to "push" a board level solution, especially if the customer's initial decision is to design a discrete solution."
- They inder the entirely buy into our "Prime in each market" model where the local prime gets involved early on all opportunities to drive the agenda. They want to see the J2 OS to do more than discovery, to be able to influence the customer's direction (Build Vs Buy) by having a clear understanding of target applications, product offering and prhalizing a "Buy" value proposition ie:

 cost, time-to-market, low risk of a fully tested and integrated solution, reliability, etc and ultimately influence the customer's direction.
- Att of this adds an extra burden on our sales staff and with the recent Principle additions this may be a stretch.

Additional data points:

- while not confirmed it is expected the contract will state a 3% (low rlume) to 6% (high volume) commission rate will apply Western (anada, NW/SE USA are up for grabs.
 -Taigg! account selling (TAS), is MCG's defacto tools for strategy setting large and a bullet in next week's presentation about our J2 and
- in continuous. I'm not sure MCG will be as compelling as we initially believed but we must also consider the potential tag-along lines that may nome along with them is: Interphase, Hughes, etc and the potential they correspond.
- i will be speaking with Performance Tech tomorrow or very early next weak to get the rundown

12-1809

EXHIDI No. 130 on the examination of:

Laude hangeou quared Motorola held on Mara 2/06 CORNELL • CATANA
PER 900 (al Ottawa, ontario

Lewis and Roca LLP 3/21/2006 4:16 PM PAGE 23/029 Fax Server

From: Terry Larry-MCG32003

Sent: 10/25/2002 9:14:51 AM (Eastern Time)

To: Claude Langlois CC: Kaczor Edwin-BLUW112

Attachments: 2001 2002 YTD POS rev b.xls

Subject: 2001 and 2002 YTD POS

Claude

This is under NDA. This data is fairly accurate and exclusive of Harris, Nortel and Tracan: Ed may want to comment further.

Cheers'
LBT
Larry B. Terry
Senior Account Executive
Business Development
Motorola Computer Group
(Tel: (613) 652-2971 EeFax: (519) 940-4413 ÈCell: (613) 286-3934
+ EMAIL: larry terry@motorola.com
EPAGE Text Mossages: larry terry@e pagenet.ca
MOTOROLA COMPUTER GROUP WEB PAGE: http://www.mcg.mot.com
The Contents of this Email are Motorola Computer Group Confidential

"Whatever you can do or dream you can - begin it! Boldness has genius, power and magic in it." Goethe

Lewis and Roca LLP 3/21/2006 4:16 PM PAGE 24/029 Fax Server

2001_2002 YTD POS rev b.xls

2001 Cdn POS Final

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8	CVDS IIVC		0	
9	EDGLE! LOV			10314
-	EMPRESS SOFTWARE			
	E-ONE MOLI ENERGY			
	ESION NETWORKS		70004	
	INNOMEDIA LOGIC INC.		6404	
	INNOMEDIALOGIC INC	789)	<u> </u>
15	INTERACTIVE CIRCUITS			11556
16	LOCKHEED CANADA LTD		12945	L
17	LOCKHEED MARTIN		L	
	NETPOINT CORP (SEDONA)	1794	4	
	NEWNES MACHINE LTD		23112	160956
20	NEWNES MACHINE LTD		160254	
21	NORTEL NETWORKS	1361944		429516
22	NORTEL NETWORKS/USCO CIA	213035		
23	OCTASIC INC	12801	<u> </u>	
	OFFSHORE SYSTEMS LTD			474
	PMC-SIERRA INC.	1834		6476
	FORTER ENGINEERING LTD		768	<u> </u>
	PORTER ENGINEERING LTD		5610	6378
-	PRIMTECH ELECTRONICS	1822	<u> </u>	
29	RAYTHEON CANADA			
	SCI BROCKVILLE			l
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33	SPECTFUM SIGNAL	2493	3	
	SPECTRUM SIGNAL PROCESSING			4678
	STARTER CANADA			11036
	TROPIC NETWORKS INC	3830		
	TUNDRA SEMICONDUCTOR CORP.	419		
	V TECHNOLOGY NORTH AMERICA INC		4848	
39	Grand Total	\$1,654,261.00	\$1,173,428.00	\$666,572.00

1 of 6

oca LLP 3/21/2006 4:16 PM PAGE 25/029 Fax Server

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2001 Cdn POS Final

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2 of 6

Lewis and Roca LLP 3/21/2006 4:16 PM PAGE 26/029 Fax Server

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53 EDGLEF_OVV		1 11 11m/4 T 4

3 of 6

2001_2002 YTD POS rev b.xls

2002 YTD

	D	E	F	G
1	Item Number	Fiscal Month	Ext. Broken Price	Quantity Shipped
	MVME761-001	Jan-02	\$207.00	1
_	MVME2700-1441	Feb-02	\$2,973.00	1
	MVME2700-1441	Feb-02	\$2,973.00	1
_	MVME2700-1441	Feb-02	\$2,973.00	1
	MVME761-001	Feb-02	\$207.00	1
7	PRPMC800-5251	May-02	\$12,215.00	10
	PRPMC800-5251	May-02	\$12,215.00	10
9	PRPMC800-5279	Jun-02	\$54,162.50	25
	PRPMC800-5279	Sep-02	\$32,497.50	14
_	CPX1204ACHAS	Sep-02	\$3,015.00	3
	CPX1204ACHAS	Sep-02	\$1,005.00	1
	CPX1204ACHAS	Sep-02	\$4,020.00	4
	MVME5100-0133	Apr-02	\$4,193.00	
		May-02	\$4,193.00	2
	MVME5100-0133 MVME5100-0133	May-02 May-02	\$6,289.50	2 2 3
	MVME2432-3	Aug-02	\$5,462.10	ა ი
-				2 2 2 5
	MVME172PA-644SE	Jan-02	\$3,594.00 \$3,504.00	2
-	MVME172PA-644SE	Jan-02	\$3,594.00	
	PPMC-CABLE-001	Jan-02	\$225.00	
	PPMC-CABLE-001	Jan-02	\$225.00	5
	PRPMC800-5251	Jan-02	\$1,361.50	1
-	PRPMC800-5251	Jan-02	\$1,361.50	1
	PRPMC800-5251	Jan-02	\$47,652.50	35
	PRPMC800-5251	Jan-02	\$47,652.50	35
	PRPMC800-5261	Jan-02	\$30,177.00	18
27	PRPMC800-5261	Jan-02	\$30,177.00	18
28	PRPMC-CABLE-003	Jan-02	\$16.80	1
29	PRPMC-CABLE-003	Jan-02	\$16.80	1
30	PPMC-CABLE-001	Feb-02	-\$225.00	-5 -5
31	PPMC-CABLE-001	Feb-02	-\$225.00	
32	PRPMC-CABLE-003	Feb-02	\$151.20	9
33	PRPMC-CABLE-003	Feb-02	\$151.20	9
34	PRPMC800-5261	May-02	\$12,292.00	8
35	PRPMC800-5261	May-02	\$12,292.00	8
36	PRPMC800-5251	Jun-02	\$18,322.50	15
37	PRPMC800-5251	Jun-02	\$18,322.50	15
	PRPMC800-5261	Jun-02	\$4,609.50	3
39	PRPMC800-5261	Jun-02	\$4,609.50	3
$\overline{}$	PRPMC800-5261	Jun-02	\$3,073.00	2
	PRPMC800-5261	Jun-02	\$3,073.00	2 2 4 4 9 9
	PRPMC800-5251	Jul-02	\$4,886.00	4
	PRPMC800-5251	Jul-02	\$4,886.00	4
	PRPMC800-5251	Jul-02		9
	PRPMC800-5251	Jul-02	\$11,778.75	9
	PRPMC800-5251	Jul-02	\$10,470.00	8
-	PRPMC800-5251	Jul-02	\$10,470.00	
-	PRPMC800-5251	Jul-02		2
	PRPMC800-5251	Jul-02	\$2,617.50	?
	PRPMC800-5261	Jul-02	\$13,828.50	
	PRPMC800-5261	Jul-02	\$13,828.50	9
$\overline{}$	PRPMC800-5261	Jul-02		?
	PRPMC800-5261	Jul-02		2 2

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2001_2002 YTD POS rev bixls

2002 YTD

	В	С
54 EDGLEFLOW		HHONT
55 EDGLEFLOW		HHONT
56 EMS TECHNOLOGIES CANADA LTD	_~~~~~~~	ACBOS
57 E-ONE MOLI ENERGY		HHBBC
		HHBBC
58 E-ONE MOLI ENERGY		
59 E-ONE MOLI ENERGY		HHBBC
60 E-ONE MOLI ENERGY		HHBBC
51 NEWNES MACHINE LTD		HHQUB
62 NEWNES MACHINE LTD		HHOUB
53 NEWNES MACHINE LTD		HHBBC
54 NEWNES MACHINE LTD		HHBBC
65 NEWNES MACHINE LTD		HHBBC
66 NEWNES MACHINE LTD		HHBBC
67 NEWNES MACHINE LTD		ннввс
68 NEWNES MACHINE LTD		HHBBC
69 NEWNES MACHINE LTD		HHQUB
70 NEWNES MACHINE LTD	er en unt transi	HHQUB
71 NEWNES MACHINE LTD		HHBBC
72 NEWNES MACHINE LTD		HHBBC
		HHBBC
73 NEWNES MACHINE LTD	- -	
74 NEWNES MACHINE LTD		HHBBC
75 NEWNES MACHINE LTD		HHBBC
76 NEWNES MACHINE LTD		HHBBC
77 NEWNES MACHINE LTD		HHBBC
78 NEWNES MACHINE LTD		HHBBC
79 NEWNES MACHINE LTD		HHQUB
80 NEWNES MACHINE LTD		HHQUB
81 NEWNES MACHINE LTD		HHQUB
82 NEWNES MACHINE LTD	- · · · · · · · · · · · · · · · · · · ·	HHQUB
83 NEWNES MACHINE LTD		HHBBC
84 NEWNES MACHINE LTD		HHBBC
85 NEWNES MACHINE LTD		HHBBC
86 NEWNES MACHINE LTD	·	HHBBC
87 SCI BROCKVILLE		HHONT
88 ISCI BROCKVILLE		HHONT
89 SILICON ACCESS NETWORK		ACBOS
90 SILICON ACCESS NETWORK		ACBOS
91 SILICON ACCESS NETWORK		ACBOS
92 SILICON ACCESS NETWORK		ACBOS
93 SILICON ACCESS NETWORK	**************************************	ACBOS
94 SILICON ACCESS NETWORK		ACBOS
95 SILICON ACCESS NETWORK LTD		ACONT
96 SPECTRUM SIG PROC		HHBBC
97 SPECTRUM SIG PROC		HHB8C
98 SPECTRUM SIG PROC '		HHBBC
99 SPECTRUM SÍG PROC		HHBBC
100 SPECTRUM SIG PROC		ннввс
101 SPECTRUM SIG PROC		ннввс
102 SPECTRUM SIG PROC		ННВВС
103 SPECTRUM SIG PROC		HHBBC
104 SPECTRUM SIG PROC		HHBBC
105 SPECTRUM SIG PROC		HHBBC
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5 of 6

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2001_2002 YTD POS rev b.xls

2002 YTD

D D	E	F	G
54 PRPMC800-5251	Sep-02	\$2,617.50	2
55 PRPMC800-5251	Sep-02	\$2,617.50	2
56 MVME147-022A	Jul-02		
57 MVME162P-242E	Mar-02		1
58 MVME162P 242E	Mar-02	\$1,557.00	
59 MVME162P-242E	Jul-02.	\$1,634.85	1
60 MVME162P-242E	Jul-02	\$1,634.85	
61 MVME2432-3	Jan-02	\$52,020.00	20
62 MVME2432-3	Jan-02	\$52,020.00	20
<u></u>	Feb-02	\$2,620.00 \$2,601.00	
63 MVME2432-3	····	- — — — — — — — — — — — — — — — — — — —	
64 MVME2432-3	Feb-02	\$2,601.0D	
65 MVME2434-1	Feb-02	\$9,810.00	2
66 MVME2434-1	Feb-02	\$9,810,00	. 2
67 MVME2434-1	Feb-02	-\$9,810.00	-2
68 MVME2434-1	Feb-02	-\$9,810.00	-2
69 MVME5:60 0133	Feb-02	-\$4,193.00	.2
70 MVME5100-0133	Feb-02	-\$4,193.00	-2 2
71 -MVME2#32-1	Mar-02:	\$5,202.00	2
72 MVME2432-1	Mar-02	\$5,202.00	2
73 MVME2432 1	Mar-02	-\$5,202.00	-2 -2
74 MVME2432-1	Mar-02	-\$5,202.00	-2
75 MVME2432-3	Mar-02	-\$2,601.00	-1
76 MVME2432-3	Mar-02	-\$2,601.00	-1
77 MVME2432-3	Mar-02	\$2,601.00	1
78 MVME2432-3	Mar-02	\$2,601.00	1
79 MVME2432-3	Mar-02,	-\$2,601.00	-1
80 MVME2432-3	Mar-02	-\$2,601.00	-1
81 MVME2432-3	Mar-02	\$52,020,00	20
82 MVME2432-3	Mar-02	\$52,020.00	20
83 MVME2432-3	Jul-02	\$5,462,10	
84 MVME2432-3	Jul-02	\$5,462,10	
85 MVME2432-3	Aug-02	\$62,814,15	23
86 MVME2432-3	Aug-02	\$62,814,15	23
87 PRPMCE00-5269	Jan-02	\$3,353.00	
88 PRPMCE00-5269	Jan-02	\$3,353.00	
89 PRPMCE00-1259	Jun-02-	\$2,233.00	
90 PRPMC600-1259	Aug-02	\$3,588.75	
91 PRPMC600-1259	Aug-02	\$5,981.25	2 2 2 3 5
92 PRPMCE00-1259	Aug-02	\$1,196.25	
93 PRPMC800-1259		1 · · · · · · · · · · · · · · · · · · ·	
94 PRPMC800-1259	Aug-02	\$1,196.25	
	Sep-02	-\$2,392.60	-2
95 PRPMC-SYS-0002	Jan-02	\$1,606.50	1
96 MCP750 1252A	Feb-02	\$2,930.90	1
97 MCP750-1252A	Feb-02	\$2,930.90	1
98 MCP750 1252A	Mar-02	\$8,792.70	3
99 MCP750 1252A	Mar-02	\$8,792 70	
100 MCP750 1252A	Apr-02	\$2,930,90	
101 MCP750 1252A	Apr-02	\$2,930.90	1
102 MCP750 1252A	Jun-02	\$2,930.90	
103 MCP750 1252A	Jun-02	\$2,930.90	1
104 MCP750 1252A	Oct-02	\$5,242.50	
105 MCP750 1252A	Oct-02	\$5,242.50	2
[106]		\$801,630.45	

6 of 6

Motovola held on Mar 22/06 CORNELL · CATANA
PER () (at OTTAWA, ONTARIO

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
V.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

REDACTED DOCUMENT

ENTIRETY OF DOCUMENT (A-200 THROUGH A-205) CONFIDENTIAL

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ William W. Bowser

William W. Bowser (Bar I.D. 2239)

The Brandywine Building, 17th Floor

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wbowser@ycst.com

OF COUNSEL:

Randy Papetti, Cory A. Talbot, Emily S. Cates

Lewis and Roca LLP

40 N. Central Avenue

Phoenix, Arizona 85004

Telephone: (602) 262-5311

Attorneys for Defendant

TSquared Me neld on May 2016 ai Ottawa, Ontario

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
V.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

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/s/ William W. Bowser

William W. Bowser (Bar I.D. 2239)

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OF COUNSEL:

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Lewis and Roca LLP

40 N. Central Avenue

Phoenix, Arizona 85004

Telephone: (602) 262-5311

Attorneys for Defendant

Exhibit No. on the examination of: Motovola held on Mara 3/06 CORNELL . CATANA at Ottawa, Ontario
06-0288

J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
V.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

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wbowser@ycst.com

OF COUNSEL:

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Lewis and Roca LLP

40 N. Central Avenue

Phoenix, Arizona 85004

Telephone: (602) 262-5311

Attorneys for Defendant

May 4, 2006

DATED:

on the examination of:

Claude Langlois

From:

Claude Langlois

Sent:

Wednesday, October 22, 2003 10:06 AM

To:

'Kaczor Edwin-BLUW112'

Subject:

RE: Raytheon 4Q03 sales forecast

Ed, I certainly agree with regards to direct involvement but one needs to have the financial means to do so (I know you understand this and that I'm preaching to the converted). This is why it is very important we come-up with a new financial arrangement with MCG.

Optech typically purchases from Tracan.

c.

----Original Message----

From: Kaczor Edwin-BLUW112 [mailto:ed.kaczor@motorola.com]

ent: Wednesday, October 22, 2003 9:53 AM

o: Claude Langlois

Subject: RE: Raytheon 4003 sales forecast

Claude,

I agree, we can't rely on Steve Chan, or any distributor for that matter, to create new business. I'm really not surprised at all with this kind of response from Steve based on what we've heard in other accounts.

I think rather than putting more energy into things with him, we need to be engaging these accounts directly.

By the way though, Steve does ask a good question about where Optech is placing their orders. Do you know? Is it via Tracan? Arrow?

-Ed

---Original Message----

_rom: Claude Langlois [mailto:langlois@jsquared.com]

Sent: Wednesday, October 22, 2003 9:47 AM

To: Ed Kaczor (E-mail); Steve Machernis (E-mail)

Subject: FW: Raytheon 4Q03 sales forecast

These are the challenges we face. Perhaps I'm wrong in having any expectations at all!

Claude.

----Original Message----

From: Claude Langlois

Sent: Wednesday, October 22, 2003 9:46 AM

To: 'Chan, Stephen'

Subject: RE: Raytheon 4Q03 sales forecast

Steve, pls read my email, I don't care about purchasing what about engineering? What are you doing to generate MCG activity?

1

J2 1181

Thanks Steven.

engineering?

```
Rgds
Claude.
----Original Message----
From: Chan, Stephen [mailto:Stephen.Chan@Avnet.com]
Sent: Wednesday, October 22, 2003 9:21 AM
To: Claude Langlois
Subject: RE: Raytheon 4Q03 sales forecast
Hi Claude,
Looks like John Thornhill from Optech are buying their four MCP750 from
somebody else. I'm kind of surprised, because I gave them a quote based
what they purchased the previous one for ... I also thought Optech was
registered to us?
Regards,
----Original Message----
rom: Claude Langlois [mailto:langlois@jsquared.com]
Jent: Tuesday, October 21, 2003 4:45 PM
To: Chan, Stephen
Subject: RE: Raytheon 4Q03 sales forecast
Steve, what about new programs and engineering activity?
Tks
Claude
----Original Message----
From: Chan, Stephen [mailto:Stephen.Chan@Avnet.com]
Sent: Tuesday, October 21, 2003 4:22 PM
To: Claude Langlois
Subject: RE: Raytheon 4003 sales forecast
ves,
seen in contact with Optech and they will be placing orders for the
MCP750.
This is not a real high quantity project yet ... it's just starting so
their
forecast are quite low (4) for this year.
Regards,
----Original Message----
From: Claude Langlois [mailto:langlois@jsquared.com]
Sent: Tuesday, October 21, 2003 4:19 PM
To: Chan, Stephen
Subject: RE: Raytheon 4003 sales forecast
```

Tell me have you been @ Optech lately? Do you know what's going on in

J2 1182

Tks

Claude.

----Original Message---From: Chan, Stephen [mailto:Stephen.Chan@Avnet.com]
Sent: Tuesday, October 21, 2003 4:05 PM
To: Claude Langlois
Subject: RE: Raytheon 4003 sales forecast

Hi Claude,

We invoiced them for 23 MVME167 and 18 MVME2400, about 90K cost to Avnet.
For 4Q, we'll have about 80 more MVME167 to ship (about 170K), and they should be ordering three more MVME5500 (10K) for the ADSP project.

Regards,

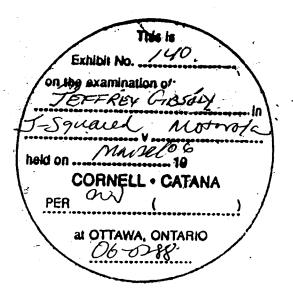
----Original Message---From: Claude Langlois [mailto:langlois@jsquared.com]
Sent: Monday, October 20, 2003 12:03 PM
o: Stephen Chan (E-mail)
Subject: Raytheon 4003 sales forecast

Hello Steven,

It's time again. Did you invoice anything in September? HOw's Oct-Nov-Dec shaping up based on existing backlog and expected new orders? Anything else worth mentioning?

Tks again.

Claude.



J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

REDACTED DOCUMENT

ENTIRETY OF DOCUMENT (A-216 THROUGH A-245) CONFIDENTIAL

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Phoenix, Arizona 85004

Telephone: (602) 262-5311

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J-SQUARED TECHNOLOGIES, INC., a)	
Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

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ENTIRETY OF DOCUMENT (A-246 THROUGH A-249) CONFIDENTIAL

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Telephone: (602) 262-5311

Attorneys for Defendant

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Canadian corporation, and J-SQUARE)	
TECHNOLOGIES (OREGON) INC., an)	
Oregon corporation,)	
Plaintiffs,)	
v.)	C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)	
Defendant.)	

REDACTED DOCUMENT

ENTIRETY OF DOCUMENT (A-250 THROUGH A-271) CONFIDENTIAL

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ William W. Bowser

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